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mony with the decisions in these cases is the case of *State v. Boneil,* 42 La. Ann., 1110, where it was held that a sale of packages of tea, part of which were advertised to contain tickets for prizes, was a lottery. *Acc., Commonwealth v. the Sheriff,* 10 Phila. Rep., 59.

MASTER AND SERVANT—NEGLIGENCEN—MASTER'S KNOWLEDGE OF DANGER.—MCGOVERN V. FITZPATRICK, 131 N. Y. SUPP., 1048.—*Held,* that in order for an employe to recover for injuries from the kick of a vicious horse, he must show that it had previously shown a tendency to kick, and that the employer had had knowledge of such vicious propensities.

According to the preponderance of authority, the gist of the action, in a suit for injuries by a vicious animal, is not negligence in keeping the animal, but the keeping him with knowledge of his vicious propensities. *Muller v. McKesson,* 73 N. Y., 195; *Brooks v. Taylor,* 65 Mch., 208; *Spring Co. v. Edgar,* 99 U. S., 645. And where the master knows, or by exercising reasonable care, should know that an animal owned by him is vicious, he is liable. *Hardy v. Shedden Co.,* 78 Fed. Rep., 610; *McCready v. Stepp,* 104 Mo. App., 340; *Geo. H. Hammond Co. v. Johnson,* 38 Neb., 244. There are other cases holding that the gist of such action is negligence on part of the plaintiff. *Fake v. Addicks,* 45 Minn., 37; *Hayes v. Smith,* 62 Ohio St., 161. The authorities differ considerably on what constitutes sufficient notice. Some hold that notice that a horse is unruly is no notice that he is likely to kick or bite. *Hartley v. Hartley,* 2 Stark (Eng.), 212; *Spray v. Ammerman,* 66 Ill., 309; *Twigg v. Ryland,* 62 Md., 380. In *Cooley on Torts,* page 346, Students' Edition, it is laid down that "the question in each case is whether the notice was sufficient to put the owner on his guard." If a servant voluntarily went on using an animal which he knew to be dangerous, he assumed the risk. *East Pellico Coal Co. v. Stewart,* 34 Ky. Law Rep., 420. And a master cannot be expected to insure his servant against all accidents. *Flynn v. Beebe,* 98 Mass., 575; *Marshall v. Stewart,* 2 Macq. (House of Lords), 30, 33, E. L. & Eq.

PATENTS—SUIT FOR INFRINGEMENT—INJUNCTION—DISCRETION OF COURT. —ELECTRIC SMELTING AND ALUMINUM CO. V. CARBORUNDUM CO., 189 FED., 710 (PA.).—Defendants were the sole manufacturers of carborundum, having built up an extensive business, and having a large and expensive plant with machinery built for that special work. Their product was also protected by a patent, but in its manufacture they used a process of smelting by electric current which was held to infringe complainant's patent, and without the use of such process their plant could not be operated. Their use of it was entered into in good faith, and without knowledge that it was an infringement. *Held,* that while defendant was entitled to a decree for an injunction and an accounting, inasmuch as it was not in competition with defendant as a manufacturer and could be fully compensated in damages, the injunction would be withheld on the giving of a bond by defendant to secure the payment of such profits and damages as complainant might recover.